

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
918 SIXTEENTH STREET, N.W.  
SUITE 200  
WASHINGTON, D.C.  
20006-2973  
—  
(202) 393-2266  
FAX (202) 393-2156

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

0100447020  
10167-G  
RECORDATION NO. FILED 1425  
DEC 2 - 1994 - 1 30 PM  
OF COUNSEL  
URBAN A. LESTER  
INTERSTATE COMMERCE COMMISSION

December 2, 1994

Mr. Vernon A. Williams  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three (3) executed copies of an Assignment and Assumption Agreement, dated as of December 2, 1994, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Lease of Railroad Equipment filed with the Commission under Recordation Number 10167.

The names and addresses of the parties to the enclosed document are:

Seller/Assignor: Debcor Rail Car Leasing, Inc.  
GATX Capital Corporation  
4 Embarcadero Center  
San Francisco, California 94111

Purchaser/Assignee: USL Capital Corporation  
733 Front Street  
San Francisco, California 94111

A description of the railroad equipment covered by the enclosed document is:

785 railcars bearing RBOX and ABOX reporting marks and road numbers shown on Schedule A attached hereto.

RECEIVED THE  
OFFICE OF THE  
SECRETARY  
DEC 2 1 22 PM '94  
LICENSING BRANCH

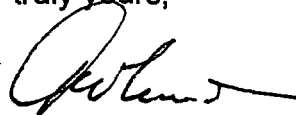
*John Williams*

Mr. Vernon A. Williams  
December 2, 1994  
Page 2

Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return <sup>two</sup>~~one~~ stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/bg  
Enclosures

## **SCHEDULE A**

**RBOX 32108 - RBOX 32249, inclusive**

**RBOX 32850 - RBOX 32917, inclusive**

**RBOX 33544 - RBOX 33546, inclusive**

**RBOX 33553 - RBOX 33554, inclusive**

**RBOX 34670 - RBOX 34999, inclusive**

**RBOX 52210 - RBOX 52449, inclusive**  
**(formerly ABOX 52210 - ABOX 52449)**

10167-L  
RECORDATION NO. FILED 1425  
ASSIGNMENT AND ASSUMPTION AGREEMENT  
(Railbox/GATX) DEC 2 - 1994 - 1 30 PM  
INTERSTATE COMMERCE COMMISSION

This Assignment and Assumption Agreement (this "Agreement"), dated December 2, 1994, is by and among GATX Capital Corporation, a Delaware corporation ("GATX"), Debcor Rail Car Leasing, Inc., a Delaware corporation ("Seller"), and USL Capital Corporation ("Purchaser").

R E C I T A L S

Seller, GATX and Purchaser are parties to a Purchase Agreement, dated as of December 2, 1994 (the "Purchase Agreement").

The Purchase Agreement provides, among other things, for the execution and delivery of an assignment and assumption agreement in substantially the form hereof.

The purpose of this Agreement is to effect (i) the sale by Seller and GATX to Purchaser of the Beneficial Interest and all right, title and interest and obligations of Seller and GATX in and to the Restructuring Documents and (ii) the delegation by Seller and GATX to and the assumption by Purchaser of the obligations of Seller and GATX under the Operative Documents and the Restructuring Documents.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto do hereby agree as follows:

1. Definitions. (a) Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in the Section 1(b) below, the Purchase Agreement or that certain Participation Agreement, dated as of February 15, 1979 (the "Participation Agreement"), among American Rail Box Car Company (as predecessor to Railbox Company), as Lessee, First National Bank of Minneapolis (as predecessor to Seller), as Trustor, Mercantile Safe-Deposit and Trust Company, as Agent, First National Bank and Trust Company of Evanston (as predecessor to Banc One, Chicago, NA), as Trustee, and The Prudential Insurance Company of America, as the Investor.

(b) Other Definitions.

"Beneficial Interest" shall mean all of Seller's and GATX's right, title and interest in, to and under (i) the Trust Agreement, (ii) the other Lease Documents, together with the instruments, certificates and opinions delivered pursuant to the Lease Documents, (iii) the items of Lease Property, and (iv) any rights or claims against any other parties to the Lease Documents.

"Lease" shall mean that certain Lease of Railroad Equipment, dated as of February 15, 1979, between Railbox Company and Banc One, Chicago, N.A., as trustee, as more fully specified on Schedule 4.1(e) hereto.

"Lease Documents" shall mean (i) the Operative Documents, the Restructuring Documents and the Purchase Documents, and (ii) all the financing statements, instruments and agreements with respect thereto or otherwise associated with any of the Beneficial Interest (and all amendments, continuations and modifications to any thereof up to the Closing Date).

"Lease Property" shall mean (i) all of the general service boxcars (each of which shall be an item of Lease Property) that are the subject matter of the Lease as described in Schedule 4.1(f) hereto, together with (ii) any and all accessions, additions, improvements, replacements and substitutions incorporated or installed on any item thereof prior to the Closing Date which are either the property of the Seller or the Trustee or are otherwise subject to the Lease.

"Operative Documents" shall mean each of the documents listed under Item 1 of Schedule 4.1(e) hereto.

"Restructuring Documents" shall mean the Revolving Credit Agreement, the Railbox Security Agreement and the other documents listed under Item 3 of Schedule 4.1(e) hereto, but only to the extent the same relate to the Lease Property.

"Seller Files" shall mean all correspondence, files and other written material of Seller with respect to the Lease Documents or otherwise associated with any of the Lease Property; provided that "Seller Files" shall not include: (i) any correspondence files and written materials prepared by Seller, GATX or their counsel for internal use only, and (ii) economic terms relating to the purchase by Seller and GATX of their interest in the Lease Property and Lease Documents.

2. Assignment and Delegation. (a) Seller and GATX do hereby, without recourse, representation or warranty of any kind except as expressly set forth in the Purchase Agreement, ASSIGN, TRANSFER, SELL, DELIVER AND CONVEY TO PURCHASER, ITS SUCCESSORS AND ASSIGNS, TO HAVE AND TO HOLD FOREVER: (i) the Beneficial Interest and (ii) all of Seller's and GATX's right, title and interest in and to the Restructuring Documents to which Seller or GATX are parties or by which Seller or GATX are bound. Seller and GATX reserve from the foregoing assignments and transfers, and shall continue to be entitled to the benefit of, all rights to indemnification and other payments under the Lease Documents occurring or arising prior to the Closing Date.

(b) Seller and GATX do hereby assign, transfer and delegate to Purchaser all of the obligations, duties and responsibilities of Seller and GATX under the Lease Documents to which Seller or GATX is a party or by which Seller or GATX is bound, occurring, arising or to be performed on or after the Closing Date (other than obligations, duties and responsibilities of Seller or GATX which Seller or GATX should have performed, or which arise out of breaches by Seller or GATX occurring, prior to the Closing Date). The foregoing assignment of the obligations, duties and responsibilities of Seller and GATX under the Lease Documents including without limitation GATX's obligations to make loans to Lessee under the Revolving Credit Agreement, occurring, arising or to be performed on or after the Closing Date (other than obligations, duties and responsibilities of GATX which GATX should have performed, or which arise out of breaches by Seller occurring, prior to the Closing Date).

(c) Notwithstanding the foregoing, Seller and GATX shall remain obligated to pay, perform and discharge (and do not assign, transfer or delegate to Purchaser hereunder) any of the obligations, duties and responsibilities of Seller and GATX under the Lease Documents which should have been performed by Seller or GATX, or which arise out of breaches by Seller or GATX occurring, prior to the Closing Date.

3. Acceptance and Assumption. (a) Purchaser hereby (i) accepts the assignment, transfer, sale, delivery and conveyance of the Beneficial Interest under Section 2(a)(i) hereof, (ii) assumes all of the obligations, duties and responsibilities assigned, transferred and delegated to Purchaser by Seller and GATX under Section 2(b) hereof, and accordingly agrees that it has become a party to, and is bound by all of the terms of the Lease Documents to which Seller and GATX is a party or by which Seller or GATX is bound, and (iii) undertakes all of the obligations (A) of a Trustor contained in the Trust Agreement (B) of an Owner under the Participation Agreement, in each case occurring, and (c) of GATX under the Restructuring Documents arising or to be performed on or after the Closing Date.

(b) Neither Seller nor GATX shall be responsible to any person for the discharge or performance of any duty or obligation pursuant to or in connection with the Trust Agreement, the Participation Agreement or the other Lease Documents, occurring, arising or to be performed on or after the Closing Date. Purchaser shall not be responsible to any person for the discharge or performance of any duty or obligation pursuant to or in connection with the Trust Agreement, the Participation Agreement or the other Lease Documents occurring, arising or to be performed prior to the Closing Date which Seller or GATX should have performed, or which arise out of breaches by Seller or GATX occurring, prior to the Closing Date.

4. Purchaser Representations and Warranties. Purchaser hereby represents and warrants the following for the benefit of Seller, GATX, the Investor, the Agent, the Lessee and the Trustee:

(a) Purchaser is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware, and has the corporate power to execute and deliver this Agreement and perform its obligations hereunder.

(b) The execution and delivery by Purchaser of this Agreement and the performance by each of Purchaser of the obligations it is assuming hereunder have been duly authorized by all necessary corporate action on the part of Purchaser, and this Agreement has been duly executed and delivered by Purchaser and constitutes the legal, valid and binding obligation of Purchaser enforceable against it in accordance with its terms except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and (ii) general principles of equity.

(c) The execution and delivery by Purchaser of this Agreement and the performance of the obligations Purchaser are assuming hereunder do not violate, conflict with or constitute a default under any provision of the Certificate of Incorporation or Bylaws of Purchaser or under any agreement or instrument to which Purchaser is a party, as the case may be, if such default would prohibit or materially interfere with the consummation of the transactions contemplated in this Agreement.

(d) There is no litigation or proceeding pending or, to the knowledge of Purchaser, threatened, against Purchaser which, if adversely determined, would prohibit or materially interfere with the consummation by Purchaser of the transactions contemplated in this Agreement.

(e) Purchaser has a net worth of more than \$50,000,000.

(f) Purchaser has outstanding publicly-held debt securities rated "A" by Standard and Poor's Corporation and "A-2" by Moody's Investors Service, Inc.

5. Governing Law. This instrument shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of California, without giving effect to the conflicts of laws provisions thereof.

6. Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall constitute but one and the same instrument.

7. Joint and Several. The obligation of Seller and GATX hereafter shall be joint and several.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be duly executed on the day and year first above written.

SELLER:

DEBCOR RAIL CAR LEASING, INC.

By: Robert N. Thornton  
Name: Robert N. Thornton  
Title: Vice President

GATX:

GATX CAPITAL CORPORATION

By: Robert N. Thornton  
Name: Robert N. Thornton  
Title: Vice President

PURCHASER:

USL CAPITAL CORPORATION


By: Richard E. Kohn  
Name: Richard E. Kohn  
Title: Mgr. Business Development



GATX CAPITAL CORPORATION

State of California            )  
                                  ) ss.  
City and County of            )  
San Francisco                 )  
\_\_\_\_\_

On December 1, 1994 before me, NINA  
S. YAO, Notary Public, personally appeared \_\_\_\_\_  
ROBERT THORNTON, personally  
known to me or proved to me on the basis of satisfactory evidence  
to be the person whose name is subscribed to the within instrument  
and acknowledged to me that he executed the same in his/her  
authorized capacity, and that by his/her signature on the  
instrument the person or the entity upon behalf of which the person  
acted, executed the instrument.

Witness my hand and official seal.  
  
NINA S. YAO  
COMM. #990467  
NOTARY PUBLIC - CALIFORNIA  
COUNTY OF SAN FRANCISCO  
My Commission expires Apr. 7, 1997


*Nina S. Yao*  
Notary Public

DEBCOR RAIL CAR LEASING, INC.

State of California            )  
                                  ) ss.  
City and County of            )  
San Francisco                 )  
\_\_\_\_\_

On December 1, 1994 before me, NINA  
S. YAO, Notary Public, personally appeared \_\_\_\_\_  
ROBERT THORNTON, personally  
known to me or proved to me on the basis of satisfactory evidence  
to be the person whose name is subscribed to the within instrument  
and acknowledged to me that he executed the same in his/her  
authorized capacity, and that by his/her signature on the  
instrument the person or the entity upon behalf of which the person  
acted, executed the instrument.

Witness my hand and official seal.

  
NINA S. YAO  
COMM. #990467  
NOTARY PUBLIC - CALIFORNIA  
COUNTY OF SAN FRANCISCO  
My Commission expires Apr. 7, 1997

*Nina S. Yao*  
Notary Public

NOTARY PUBLIC - CALIFORNIA  
COUNTY OF SAN FRANCISCO  
JULIA S. YAO  
NOTARY PUBLIC - CALIFORNIA  
COUNTY OF SAN FRANCISCO  
JULIA S. YAO



NOTARY PUBLIC - CALIFORNIA  
COUNTY OF SAN FRANCISCO  
JULIA S. YAO  
NOTARY PUBLIC - CALIFORNIA  
COUNTY OF SAN FRANCISCO  
JULIA S. YAO



USL CAPITAL CORPORATION

State of California                    )  
  ) ss.  
City and County of                    )  
San Francisco                         )  
\_\_\_\_\_ )

on December 1, 1994 before me, \_\_\_\_\_  
NINA S. YAO, Notary Public, personally appeared \_\_\_\_\_  
RICHARD E KOHN, personally  
known to me or proved to me on the basis of satisfactory evidence  
to be the person whose name is subscribed to the within instrument  
and acknowledged to me that he executed the same in his/her  
authorized capacity, and that by his/her signature on the  
instrument the person or the entity upon behalf of which the person  
acted, executed the instrument.

Witness my hand and official seal.



*Nina S. Yao*  
Notary Public

MINA S. YAO  
COMM. - BOARD  
NOTARY PUBLIC - CALIFORNIA  
COUNTY OF SAN FRANCISCO  
My Comm. Expires Apr. 7, 1997  
OFFICE OF THE CLERK OF THE SUPERIOR COURT

# SCHEDULE 4.1(e)

## LEASE DOCUMENTS

### PARTIES

<u>Name</u>	<u>Designation</u>
Railbox Company (formerly known as American Rail Box Car Company)	Lessee
Mercantile-Safe Deposit and Trust Company	Agent
First National Bank and Trust Company of Evanston (now known as Banc One, Chicago, N.A.)	Trustee
J.P.Morgan Interfunding Corp. (as successor to First National Bank of Minneapolis)	Trustor
The Prudential Insurance Company of America	Loan Participant
Pullman Incorporated (Pullman Standard Division)	Pullman
FMC Incorporated	FMC
ACF Industries, Incorporated	ACF
Paccar, Inc.	Paccar
Pullman, FMC, ACF and Paccar	Builders
Trailer Train Company	TTX
GATX Capital Corporation	GATX
Debcor Railcar Leasing Inc.	Debcor

### 1. OPERATIVE DOCUMENTS

- Participation Agreement dated as of February 15, 1979 among Lessee, Agent, Trustor, Trustee and Loan Participant.
- Conditional Sale Agreement dated as of February 1, 1979 among Trustee and Builders (the "CS").
- Lease of Railroad Equipment dated as of February 15, 1979 between Lessee and Trustee (the "Lease").

- Assignment of Lease and Agreement dated as of February 15, 1979 between Trustee, Trustor and Agent, together with Lessee's Consent and Agreement dated as of February 15, 1979 by Lessee and Agent.
- Agreement and Assignment dated as of February 15, 1979 between Builders and Agent, together with Acknowledgement of Notice of Assignment by Trustee.
- Certificates of Interest from Agent to Loan Participant, substantially in the form of Exhibit C to the Participation Agreement.
- Bills of Sale from Pullman (Nos. 8301-5, dated April 30, 1979, 142 Cars, and No. 8303-7, dated July 12, 1979, 73 Cars), MFC (No. 55-00829, dated April 24, 1979, 124 Cars, and No. 55-00900, dated May 15, 1979, 166 Cars) and Paccar (No. \_\_\_\_\_, dated April 24, 1979, 109 Cars, and NO. 67586, dated April 24, 1979, 221 Cars).
- Trust Agreement dated as of February 15, 1979 between Trustor and Trustee.
- Supplement dated as of March 1, 1979 to Trust Agreement concerning the transfer of the interest of First National Bank of Minneapolis to J.P. Morgan Interfunding Corp.
- Amendment Agreement dated as of June 10, 1979 among Trustee, Pullman, Agent and Lessee, amending the CSA and the Lease.
- Amendment Agreement dated as of June 26, 1979 Trustee, Pullman, Agent and Lessee, amending the CSA and the Lease.

## 2. PURCHASE DOCUMENTS

- Purchase Agreement, dated as of May 10, 1994 among GATX, Debcor and Trustor.
- Assignment and Assumption Agreement (Railbox/J.P. Morgan) dated May \_\_\_\_, 1994 among GATX, Debcor and Trustor.
- Consent to Assignment dated May 19, 1994 among Lessee, Agent, Trustee, Loan Participant, Trustor, GATX and Debcor.
- Guaranty of GATX dated May 10, 1994
- Supplemental Agreement dated May 20, 1994 among Debcor, GATX and Trustor.
- Certificate of the Secretary of the Trustor
- By-Laws and Certificate of Incorporation of the Trustor

- Mutual Cancellation and Waiver dated May 19, 1994 and Trustor, First Bank National Association and Matrix Leasing International, Inc.
- Opinion letter from Ball, Janik and Novack ICC counsel
- Opinion letter from Davis Polk & Wardell, special counsel to Trustor
- UCC-3 Statement
- Agreement Amendment dated May 10, 1994 among GATX, GTAC, Debcor and Trustor
- Further Supplemental Agreement dated May 5, 1994 among GATX, GTAC, Debcor and Trustee

3. RESTRUCTURING DOCUMENTS

- Override and Security Agreement, dated as of January 1, 1984 by and among Lessee, TTX, Agent, ETC Trustees, and as agent for the ETC Trustees and the Agents, Trustee, First Security Bank of Utah National Association, as an owner trustee and First Security State Bank, as an owner trustee.
- Railbox Lender Participation and Trust Agreement, dated as of January 1, 1984, by and among Agent, TTX, the Persons listed on Schedule 1 thereto, and the Persons listed on Schedule 2 thereto.
- Debt Payment Agreement, dated as of January 1, 1984, by and among Lessee, Agent, Trustee, First Security Bank of Utah, National Association, as trustee under each of the agreements listed on subschedules 2C, 2D, and 2E thereto, The Connecticut Bank and Trust Company, National Association, as trustee under
- Revolving Credit Agreement, dated as of January 1, 1984, by and among Lessee and the parties listed on Schedule 1 thereto.
- Railbox Security Agreement, dated as of January 1, 1984, by and among Lessee, TTX, the parties defined as owners pursuant to the provisions of the Override and Security Agreement, and First Illinois Bank of Evanston, N.A., formerly known as First National Bank and Trust Company of Evanston, as trustee under each of the agreements listed on subschedules 2A and 2B thereto, First Security Bank of Utah, National Association, as trustee under each of the agreements listed on subschedule 2F thereto, and First Security Bank, as trustee under each of the agreements listed on subschedule 2G thereto.

**Schedule 4.1(f)(1)**  
**RAILBOX LEASE #11B**  
**EQUIPMENT INFORMATION**

Type	Builder's Specifications	Serial Numbers (Inclusive)*	Original Quantity	Original Cost per Item of Lease Property	Total Original Cost	Remaining Items of Lease Property at 12/2/94	Original Cost of Remaining Items	Unit Purchase Price as of 12/2/94
<b>Pullman Incorporated</b> ( <u>Pullman Standard Division</u> )								
50'6", 70-ton capacity general service boxcar with 10' doors; AAR Mechanical Designation: XM	B-2078-P	32108-32249	142	\$32,179.36	\$4,569,469.12	133	\$4,279,854.88	\$9,059.50
	B-3078-P	32850-32917 33544-33546 33553-33554	73	\$35,704.34	\$2,606,416.82	71	\$2,535,008.14	\$9,059.50
<b>FMC Corporation</b>								
50'6", 70-ton capacity general service boxcar with 16' combination doors; AAR Mechanical Designation: XM	B-3078-F	52210-52449	240	\$36,269.23	\$8,704,615.20	227	\$8,233,115.21	\$9,059.50
<b>PACCAR Inc.</b>								
50'6", 70-ton capacity general service boxcar with 10' doors; AAR Mechanical Designation: XM	B-2078-C	34670-34999	330	\$33,651.17	\$11,104,886.10	316	\$10,633,363.62	\$9,059.50
			<u>785</u>		<u>\$26,985,387.24</u>	<u>747**</u>	<u>\$25,681,341.85**</u>	

Note: All the items were manufactured to Plate C clearance. The items in categories A, B, & D above are AAR Car Type Code B314. The items in category C are AAR Car Type Code B357.

\*The ICC reporting mark for each item is RBOX followed by its serial number.

\*\*The cash equity portion of the Purchase Price reflects that since 7/10/94 two (2) cars with Serial Numbers 34752 and 34792 with an original cost of \$33,651.17 for each car were casualty. The casualty payment will be paid 1/10/95 in accordance with the Lease documents. Any Casualty Values received by Purchaser for these two (2) cars will be promptly paid to Seller pursuant to Section 2.4(a) of the Purchase Agreement.



**Schedule 4.1(D2)**  
**RAILBOX LEASE #11B**  
**CASUALTY OCCURRENCE INFORMATION**

Type	Builder's Specifications	Serial Numbers*	Original Cost per Item of Lease Property	Total Casualty Items Quantity	Total Original Cost of Casualty Items
Pullman Incorporated (Pullman Standard Division) 50'6", 70-ton capacity general service boxcar with 10' doors; AAR Mechanical Designation: XM	B-2078-P	32184	\$32,179.36	9	\$289,614.24
		32231	\$32,179.36		
		32137	\$32,179.36		
		32190	\$32,179.36		
		32118	\$32,179.36		
		32244	\$32,179.36		
		32239	\$32,179.36		
		32116	\$32,179.36		
		32199	\$32,179.36		
	B-3078-P	32854	\$35,704.34	2	\$ 71,408.68
	32867	\$35,704.34			
FMC Corporation					
50'6", 70-ton capacity general service boxcar with 16' combination doors; AAR Mechanical Designation: XM	B-3078-F	52328, 52428	\$36,269.23 (all same cost)	13	\$471,499.99
		52265, 52281			
		52369,52383			
		52398,52424			
		52298, 52370			
		52218, 52292			
		52254			
PACCAR Inc.					
50'6", 70-ton capacity general service boxcar with 10' doors; AAR Mechanical Designation: XM	B-2078-C	34941, 34997	(paid) \$33,854.22	14	\$471,522.48
		34807, 34906			
		34827, 34820			
		34751, 34708			
		34986,34930			
		34969, 34854			
		34839, 34780			

\*The ICC reporting mark for each item is RBOX followed by its serial number.

\*\*The cash equity portion of the Purchase Price reflects that since 7/10/94 two (2) cars with Serial Numbers 34752 and 34792 with an original cost of \$33,651.17 for each car were casualties. The casualty payment will be paid 1/10/95 in accordance with the Lease documents. Any Casualty Values received by Purchaser for these two (2) cars will be promptly paid to Seller pursuant to Section 2.4(a) of the Purchase Agreement.

**Interstate Commerce Commission**  
Washington, D.C. 20423

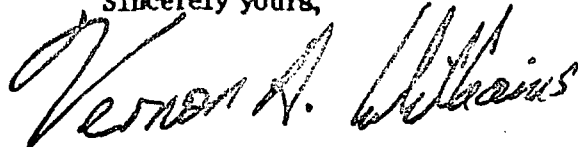
OFFICE OF THE SECRETARY

Robert W. Alvord  
Alvord and Alvord  
918 Sixteenth Street, NW  
Suite 200  
Washington, DC, 20006-2973

Dear Mr. Alvord:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12-2-94 at 1:30PM, and assigned recordation number(s). 10167-G.

Sincerely yours,



Vernon A. Williams  
Secretary

Enclosure(s)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

